COUNTY OF SAN MATEO Departmental Correspondence

DATE: August 27, 2001

HEARING DATE: October 2, 2001

TO:

Honorable Board of Supervisors

FROM:

Maureen D. Borland, Director, Human Services Agency
Unne Frazier, Administrator, Alcohol and Drug Services

SUBJECT:

Second Amendment to the Two-Year (FY 2000-01, FY 2001-02) Agreement with Pyramid Alternatives for the Provision of Alcohol and Drug Treatment Services

RECOMMENDATION

Adopt a resolution authorizing the execution of a second amendment to the two-year (FY 2000-01, FY 2001-02) agreement with Pyramid Alternatives for the provision of alcohol and drug treatment services.

Background

On July 11, 2000 the Board approved a resolution authorizing execution of the two-year (FY 2000-01, FY 2001-02) agreement in the amount of \$522,050 with Pyramid Alternatives for the provision of alcohol and drug treatment services; and authorizing the Director of the Human Services Agency to execute amendments and minor modifications up to an increase of \$25,000 per agreement. Pyramid Alternatives has also been awarded a fee-for-service agreement which contains Proposition 36 and drug court funded services. The fee-for-service agreement was approved by the Board of Supervisors on August 7, 2001.

During the first half of FY 2000-01, a utilization report was run on the CalWORKs funded nonresidential programs. Based on the results of the utilization report and conversations with the alcohol and drug treatment providers, it was determined that the CalWORKs funds would not be fully utilized by the nonresidential programs. The first amendment to the two-year agreement with Pyramid Alternatives decreased the CalWORKs funded nonresidential services by a total of \$19,466 for the two-year term. The total contract obligation through the first amendment was \$502,584. The Board of Supervisors executed the first amendment on February 23, 2001.

Discussion

This second amendment to the two-year agreement adds a ten percent Cost of Doing Business Increase (COBI) which was approved by the Board of Supervisors on June 25, 2001. This second amendment contains a COBI of \$25,029 for FY 2001-02. The amended total contract obligation through this second amendment is \$527,613 for the two-year term. This second amendment also contains the required Equal Benefits Compliance, Violation of Nondiscrimination, and Outcome Based Management language for FY 2001-02.

Fiscal Impact

The term of the second amendment is from July 1, 2001 through June 30, 2002. The total COBI amount of \$25,029 comes from County General Funds. The total contract obligation through this second amendment is \$527,613.

Jane Marks, ext. 6418 cc: Penny Bennett, County Counsel 2Pyramd2.wpd

\cap	NO
--------	----

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

RESOLUTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THE TWO-YEAR (FY 2000-01, FY 2001-02) AGREEMENT WITH PYRAMID ALTERNATIVES

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California that,

WHEREAS, on July 11, 2000 the County of San Mateo entered into an agreement with Pyramid Alternatives for the furnishing of alcohol and drug treatment services as set forth in that agreement; and

WHEREAS, on February 23, 2001 the Human Services Agency Director signed a first amendment to the two-year agreement with Pyramid Alternatives; and

WHEREAS, it is now the mutual desire and intent of the parties to further amend the two-year agreement; and

WHEREAS, this Board has been presented with a form of a second amendment to the two-year agreement with Pyramid Alternatives and has examined and approved it as to both form and content and desires to enter into the second amendment.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the President of this Board of Supervisors be, and is hereby authorized and directed to execute said second amendment to the two-year agreement with Pyramid Alternatives for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

SECOND AMENDMENT TO THE TWO-YEAR AGREEMENT WITH PYRAMID ALTERNATIVES FOR ALCOHOL AND DRUG TREATMENT SERVICES

THIS AGREEMENT, entered into this ______ day of ______, 2001, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and PYRAMID ALTERNATIVES (hereinafter called "Contractor").

WITNESSETH

WHEREAS, on July 11, 2000 the parties hereto entered into a two-year agreement for the furnishing of certain services by Contractor to County as set forth in that Agreement; and

WHEREAS, on February 23, 2001 the parties hereto entered into a first amendment to the two-year agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and clarify that Agreement:

CHANGE #1: Insert: Exhibit D, Outcome Based Management and Budgeting Responsibilities, and Attachment 7: Equal Benefits Compliance into Section 1 of the body of the Agreement.

CHANGE #2: Amend Paragraph 3.A. Maximum Amount to read as follows:

3. Payments.

A. <u>Maximum Amount</u>. In full consideration of Contractor's performance of the services described in the Exhibits, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed FIVE HUNDRED TWENTY-SEVEN THOUSAND SIX HUNDRED THIRTEEN DOLLARS (\$527,613) for the contract term. The maximum County contract obligation shall not change even if estimated other revenue changes. The maximum County obligation stated in this section is based on the following annual projections:

For the pe	For the period July 1, 2000 through June 30, 2001						
Org#s:	74136	74132	74136	74136			
Acct.#s:	6163	6163	6163	6163			
		Cal-	Cnty				
· ·	NNA	WORKS	Fund.	Coastside			
	Nonres.	Nonres.	Nonres.	Nonres.			
Total Estimated Gross Program Costs	\$243,062	\$1,000	\$36,260	\$41,470			
*Less Estimated Other Revenue	\$ 60,500	S -0-	\$ 5,000	\$ 5,000			
Maximum County Contract Obligation	\$182,562	\$1,000	\$31,260	\$36,470			

For the period July 1, 2000 through June 30, 2001 continued:

	First	Multiple Defe	rred Entry	
	Offend.	Offend. Of Jo	udgment	<u>Total</u>
Total Estimated Gross Program Costs	\$180,000	\$300,000 \$25,	000	\$826,792
*Less Estimated Other Revenue	\$180,000	\$300,000 \$25,	000	\$575,500
Maximum County Contract Obligation	\$ -0-	\$ -0- \$	-0-	\$251,292
For the period	od July 1,	2001 through Jun	e 30, 2002	2
Org#s:	74136	74132	74136	74136
Acct.#s:	6163	6163	6163	6163
		Cal-	Cnty	
	NNA	WORKS	Fund.	Coastside
	Nonres.	Nonres.	Nonres.	Nonres.
Total Estimated Gross Program Costs	\$261,100	\$1,000	\$39,000	\$45,000
*Less Estimated Other Revenue	\$ 60,282	\$ -0-	\$ 4,614	\$ 4,883
Maximum County Contract Obligation	\$200,818	\$1,000	\$34,386	\$40,117
	First	Multiple	Deferre	d Entry
	Offend.	Offend.	Of Judg	ment Total
Total Estimated Gross Program Costs	\$202,000	\$235,200	\$28,000	\$811,300
*Less Estimated Other Revenue	\$202,000	\$235,200	\$28,000	\$534,979
Maximum County Contract Obligation	\$ -0-	\$ -0-	\$ -0-	\$276,321

CHANGE #3: Insert Sections D and E into Paragraph 7 of the body of the agreement to read as follows:

D. Equal Benefits Compliance. With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse, and shall accurately complete and execute Attachment 7, the Equal Benefits Compliance form, attached hereto and incorporated by reference herein.

E. Violation of the Non-Discrimination Provisions.

- 1. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:
 - a) Termination of this Agreement;
- b) Disqualification of the Contractor from bidding on or being awarded a County Contract for a period of up to 3 years;
 - c) Liquidated damages of \$2,500 per violation;
- d) Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

- 2. To effectuate the provisions of this paragraph, the County Manager shall have the authority to:
- a) Examine Contractor's employment records with respect to compliance with this paragraph;
- b) Set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the complaint when filed.

CHANGE #4: Amend Section I.E.1. in Exhibit A to read as follows:

- 1. County shall pay Contractor as follows:
 - a. County shall pay Contractor FIFTEEN THOUSAND TWO HUNDRED THIRTEEN DOLLARS AND FIFTY CENTS (\$15,213.50) per month, not to exceed ONE HUNDRED EIGHTY-TWO THOUSAND FIVE HUNDRED SIXTY-TWO DOLLARS (\$182,562) for the period July 1, 2000 through June 30, 2001.
 - b. County shall pay Contractor SIXTEEN THOUSAND SEVEN HUNDRED THIRTY-FOUR DOLLARS AND EIGHTY-THREE CENTS (\$16,734.83) per month, not to exceed TWO HUNDRED THOUSAND EIGHT HUNDRED EIGHTEEN DOLLARS (\$200,818) for the period July 1, 2001 through June 30, 2002.

CHANGE #5: Amend Section I.C.1. in Exhibit B to read as follows:

- 1. County shall pay Contractor as follows:
 - a. County shall pay Contractor TWO THOUSAND SIX HUNDRED FIVE DOLLARS (\$2,605) per month, not to exceed THIRTY-ONE THOUSAND TWO HUNDRED SIXTY DOLLARS (\$31,260) for the period July 1, 2000 through June 30, 2001.

b. County shall pay Contractor TWO THOUSAND EIGHT HUNDRED SIXTY-FIVE DOLLARS AND FIFTY CENTS (\$2,865.50) per month, not to exceed THIRTY-FOUR THOUSAND THREE HUNDRED EIGHTY-SIX DOLLARS (\$34,386) for the period July 1, 2001 through June 30, 2002.

CHANGE #6: Amend Section II.E.1. in Exhibit B to read as follows:

- 1. County shall pay Contractor as follows:
 - a. County shall pay Contractor THREE THOUSAND THIRTY-NINE DOLLARS AND SIXTEEN CENTS (\$3,039.16) per month, not to exceed THIRTY-SIX THOUSAND FOUR HUNDRED SEVENTY DOLLARS (\$36,470) for the period July 1, 2000 through June 30, 2001.
 - b. County shall pay Contractor THREE THOUSAND THREE HUNDRED FORTY-THREE DOLLARS AND EIGHT CENTS (\$3,343.08) per month, not to exceed FORTY THOUSAND ONE HUNDRED SEVENTEEN DOLLARS (\$40,117) for the period July 1, 2001 through June 30, 2002.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

- 1. The Agreement of July 11, 2000, as amended on February 23, 2001 is further amended accordingly.
- 2. This Amendment is hereby incorporated and made a part of the original Agreement and subject to all provisions therein.
- 3. All provisions of the original Agreement, and subsequent Amendments, including references to audit and fiscal management requirements otherwise amended hereinabove, shall be binding on all parties hereto.
- 4. All provisions of the original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of July 11, 2000, as amended on February 23, 2001 be amended accordingly.

IN WITNESS, WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

		COUNTY OF SAN MATEO
	By:	Michael D. Nevin, President Board of Supervisors, County of San Mateo
ATTEST:	Date:	
Clerk of Said Board		
Date:	By:	PYRAMID ALTERNATIVES GEORGE TORNEY EVENTURE TWO Name, Title - please print Company of the com
	Date:	Signature ()

Contractor's Tax I.D. No. 94-2251653

2Pyramd2.wpd

EXHIBIT D

Outcome Based Management and Budgeting Responsibilities PYRAMID ALTERNATIVES July 1, 2001 through June 30, 2002

Contractor's Responsibilities

Engage in activities and supply information required to implement the County's Outcome-Based Management and Budgeting (OBM) initiative. Activities include, but are not limited to:

- A. Attending planning and informational meetings;
- B. Developing program performance and outcome measurements;
- C. Collecting and submitting data necessary to fulfill measurement requirements;
- D. Participating in technical assistance and training events offered by the Human Services Agency and seeking technical assistance and training necessary to fulfill measurement requirements;
- E. Participating in a review of performance and outcome information;
- F. Complying with OBM Implementation Guidelines as specified in memos released by the Human Service Agency.

Human Services Agency's (HSA) Responsibilities

- A. Provide technical assistance and support to assist Contractor's implementation of the County's Outcome-Based Management and Budgeting (OBM) initiative.
- B. Issue and review OBM Implementation Guidelines.
- C. Conduct review of performance and outcome information.

ExhibH.wpd

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

l Vendor Identification	- 0.	1	
Name of Contractor:	YRAMID ALTE	ENATIVES	2.
Contact Person:	FEORGE TORK	EY	
Address:	180 MANOR P	CAZA	
	PACIFICA CA	74044	
Phone Number: 65	0.355.8787 Fax Nu	umber: <u>650, 355, 87</u> 80	-
Il Employees			
Does the Contractor have an	y employees? X Yes _	_ No	
Does the Contractor provide	benefits to spouses of emp	loyees? X Yes No	
If the answer-to	one or both of the above is no, pi	lease skip to Section IV.	
III Equal Benefits Compliance	(Check one)		
employees with spouses Yes, the Contractor com in lieu of equal benefits. No, the Contractor does	s and its employees with doing plies by offering a cash equal not comply. a collective bargaining agreement in the complex is a collective bargaining agreement.	efits, as defined by Chapter 2.93, to mestic partners uivalent payment to eligible employ ement which began on (da	ee:
IV Declaration			
l declare under penalty of per true and correct, and that I an	jury under the laws of the S	tate of California that the foregoing	j is
Executed this 19 day of 1		icà A	
	()	ity) (State)	
Port China	The State of the S	TOBLE TOPINEY	
Signature		me (Please Print)	
EXECUTIVE DIVE	top 94	-225/653	
Title	Contractor	Tax Identification Number	

MAY 31 '01 14:03

CEU DEF 0000

COUNTY OF SAN MATEO Departmental Correspondence

Date: March 14, 2001

TO:	Priscilla Harris-Mors	e, Risk Mana	nger		
FROM:	Jane Marks, Alcohol Fax: 802-6440; Phon	_		PE	
SUBJECT:	Contract Insurance A	pproval			
CONTRACT	OR: Pyramid Alternati	ves			
DOES CONT Yes	TRACTOR TRAVEL?	IF YES, TIME?	, WHAT PERC	ENT OF CON	TRACTED
DUTIES: Provides nom	residential alcohol and	drug treatme	nt services.		
INSURANCI	E COVERAGE:	Amount	Approve	Waive	Modify
Comprehensi X	ve Liability Additional Insured	\$3M	\times		
Automobile I	iability	\$1M	$\frac{\times}{\times}$		
Professional 1	Liability	\$3M	\times		***************************************
Workers' Con	npensation No employees	Statutory	<u>×</u>		
Remarks/Con	nments:				
Signature: Insform.wp	Risk Monager	nent	May 5	NEAR AND TER	>

لم	CORD CERTI	FICATE OF INSUI	RANCE			-		
PRODUCER ERNEST BLOOMFIELD & ASSOCIATES REHABILITATION & RECOVERY INSURANCE AGENCY, INC. 22 BATTERY STREET, SUITE 503 SAN FRANCISCO, CA. 94111		ONLY AN HOLDER.	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OF ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW					
		C. BEILL		AFFORDING COVER				
		COMPANY	COMPANY EDONTIER BACIFIC INCLIDANCE COMPANY					
INSL	PYRAMID ALTERNA 480 MANOR PLAZA	TIVES	COMPANY					
	PACIFICA, CA. 9404	4	COMPANY	4				
			COMPANY					
CO	VERAGES							
	THIS IS TO CERTIFY THAT THE INDICATED, NOTWITHSTANDING CERTIFICATE MAY BE ISSUED OF	POLICIES OF INSURANCE LISTED BELOW G ANY REQUIREMENT, TERM OR CONDITI OR MAY PERTAIN, THE INSURANCE AFFOR OF SUCH POLICIES, LIMITS SHOWN MAY	ION OF ANY CONTR RDED B Y THE POLI	RACT OR OTHER DO CIES DESCRIBED HE	CUMENT WITH RESPECT TO ALL	TO W	HICH THIS	
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMI	TS		
	GENERAL LIABILITY				GENERAL AGGREGATE	\$	3,000,0	
Α	X COMMERCIAL GENERAL LIABILITY		02-27-01	02-27-2002	PRODUCTS - COMP/OP AGG	\$	INCLUD	
	CLAIMS MADE X OCCUP		!		PERSONAL & ADV INJURY	\$	1,000,0	
	OWNER'S & CONTRACTOR'S PRO	T			EACH OCCURRENCE	\$	1,000,0	
					FIRE DAMAGE (Any one fire)	\$	100,0	
					MED EXP (Any one person)	\$	5,0	
Α	AUTOMOBILE LIABILITY ANY AUTO	P200002919 03	02-27-01	02-27-2002	COMBINED SINGLE LIMIT	s	1,000,0	
	ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$		
	X HIRED AUTOS X NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$		
					PROPERTY DAMAGE	s		
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$		
	ANY AUTO				OTHER THAN AUTO ONLY:			
					EACH ACCIDENT	\$		
					AGGREGATE	\$		
	EXCESS LIABILITY				EACH OCCURRENCE	\$		
	UMBRELLA FORM				AGGREGATE	\$		
	OTHER THAN UMBRELLA FORM					\$	•	
	WORKER'S COMPENSATION AND			! !	STATUTORY LIMITS	ĺ		
	EMPLOYERS' LIABILITY			·	EACH ACCIDENT	\$		
	THE PROPRIETOR/ PARTNERS/EXECUTIVE				DISEASE - POLICY LIMIT	\$,	
	OFFICERS ARE: EXCL	-		<u> </u>	DISEASE - EACH EMPLOYEE	\$		
Α	PROFESSIONAL LIABILITY	0200001292-04	02-27-01	02-27-2002	\$3,000,000 AGGREG \$1,000,000 EACH OC		RENCE	
THE		NAMED AS AN ADDITIONAL INSU CG 20 26 11 85 ATTACHED TO TH		LINTEREST MAY	APPEAR AS A FUND	ING S	SOURCE	
CE.	RTHIGATE HOLDER		CANCELLATE					
	·	.,	l l		SCRIBED POLICIES BE CAN			
SAN MATEO COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES C/O HUMAN SERVICES AGENCY DRUG AND ALCOHOL PROGRAM 400 HARBOR BOLLEVARD, BUILDING C		1 00		E ISSUING COMPANY WILL E				
		DAYS	BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES					
		OF ANY K						
1				ERNEST BLOOMFIELD Ernest Bloomfield				
ACC	ORD 25-S (3/93)				i AGORD d	Ип.:		
_						-		

POLICY FORMS & ENDORSEMENTS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. CG 20 26 11 85

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following: P200002919-03

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

The Certificate Holder named on the attached Certificate of Insurance is named as an Additional Insured per list of file with Insurance Companies.

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization show in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

- 1. The Additional Insured scheduled above includes the Additional Insureds Officials, Agents, Employees and Volunteers.
- 2. The insurance afforded by this policy shall not be cancelled except after thirty days (or ten days for non-payment of premium) written notice has been given to the Additional Insured scheduled above.
- 3. It is agreed that such insurance afforded by this policy(ies) for the benefit of the additional insured(s) shall be primary & non-contributing, but only insofar as respects to work performed by the insured for the Additional Insured..



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

JULY 3: 2001

POLICY NUMBER:

1384250 - 01

CERTIFICATE EXPIRES:

7-1-02

SAN MATEO COUNTY ATTN WILLIAM HUFFMAN 400 HARBOR BLVD BUILDING C BELMONT CA 94002 THIS SUPERSEDES AND CORRECTS THE CERTIFICATE ISSUED ON 07-01-01.

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon ten days advance written notice to the employer.

We will also give you \mathbb{R}^{30} days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

AUTHORIZED REPRESENTATIVE

PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS NOTICE EFFECTIVE 07/01/01 IS ATTACHED TO AND BORMS A PART OF THIS POLICY.

EMPLOYER

97 :9 ♥ 01 70 100Z

PYRAMID ALTERNATIVES INC 480 MANOR PLZ PACIFICA CA 94044 SHOWERS EVER & JOHOOJA YOMBOA SECKERS MAMUH